



# Equine Elite

## Equestrian Recruitment

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### TERMS of BUSINESS

#### 1. Interpretation

1.1. In these terms of business ('the Terms') the following expressions shall be given the following meanings:

- 1.1.1 'Candidate' means a person introduced by the Company to the Client to be considered for an Engagement.
- 1.1.2 'The Client' means any person, firm or corporation who approaches the Company with a view to engaging or otherwise employing a Candidate or to whom a Candidate is introduced by the Company.
- 1.1.3 'The Company' means Equine Elite Recruitment Agency.
- 1.1.4 'Engagement' means the employment, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and on a permanent, temporary or other basis, of a Candidate by or on behalf of the Client.
- 1.1.5 'Month' means a calendar month.
- 1.1.6 'Week' means seven consecutive days.

1.2 In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

1.3 All and any business undertaken by the Company is transacted subject to these Terms, all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a director or other authorised officer of the Company. No variation in these Terms shall be valid if made without written consent of a Director or other authorised officer of the Company.

1.4 The complete or partial invalidity or unenforceability of any provision herein for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.  
These Terms supersede all previous terms of business

#### 2. Obligations of the Company

The Company will use reasonable endeavours to introduce to the Client a suitable Candidate to carry out work for the Client of such nature as the Client shall notify to the Company when advising the Company of the vacancy in respect of which the Candidate has been introduced. The Client accepts that no warranty as to the suitability of the Candidate can be given by the Company. The Company cannot guarantee to find a suitable Candidate for each vacancy.

### **3. Obligations of the Client**

- 3.1 The Client will notify the Company immediately an offer of employment is accepted by a Candidate or otherwise upon the commencement of an Engagement (whichever first occurs)
- 3.2 Notwithstanding clause 3.1 above, the Client shall satisfy itself as to the suitability of any Candidate for the purpose of the vacancy for which the Candidate has been introduced. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to check the validity of qualifications and to ensure that the Candidate is capable of operating any equipment and/or machinery to the necessary level. The Client shall be responsible for obtaining any work and other permits and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 3.3 The Client undertakes that in the event of the Client effectively introducing (directly or indirectly) any Candidate to another person, firm or corporation, including any subsidiary, associated or holding company of the Client, resulting in an Engagement by that person, firm or corporation (which the Client shall immediately notify to the Company) the Client shall pay to the Company an introduction fee in accordance with Clause 4 hereof, unless the engagement occurs more than 12 months after the introduction of the Candidate to the Client by the Company or from the date of the Candidate's last interview with the Client whichever is the later.
- 3.4 The Client consents to the disclosure by the Company to Candidates of information relating to the Client.

### **4. Fees**

- 4.1 The registration fee shall be invoiced and paid in full before the recruitment process commences. The introduction fee shall be invoiced immediately upon the acceptance of a job offer. Placement fees are per person employed. The fee shall be the sum which has been notified by the Company to the Client.
- 4.2 All moneys due hereunder shall be paid by the Client within seven days of the date of invoice by the Company.

**Registration fees - £125.00**

**Placement / Introduction fees - £675.00 full-time permanent / £375.00 part-time or temp vacancies of over one week / £145.00 of temp vacancies under one week.**

- 4.2a Part-time hours are considered to be up to 20 hours per week.
- 4.2b Full-time hours are considered to be 20 hours per week or more.
- 4.2c Vacancies of two months or longer are classed as a permanent role and are charged accordingly.

- 4.3 Adverts run for up to twelve weeks on the Equine Elite website. On the acceptance of a job offer from Client to Candidate, the advert will be removed.

4.4 The Company reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in clause 4.2 above (both before and after any judgement) from the date of invoice up to and including the day of payment at the rate of 4% per annum above the base rate from time to time of National Westminster Bank plc.

## **5. Termination of Engagement**

In the event of a Candidate terminating or the Client lawfully terminating an Engagement within four weeks of the date upon which such Candidate commenced work for the Client and provided that:

- 5.1.1 all moneys due hereunder have been paid by the Client in accordance with Clause 4 hereof;
- 5.1.2 such termination is not as a result of redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, religion, sex, sexual orientation, age or any disability;
- 5.1.3 such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause;
- 5.1.4 the Client serves notice on the Company in writing at its registered office of the termination of the Engagement within seven days thereof (time being of the essence); and
- 5.1.5 neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within six months from the date of the termination of the Engagement;

then the Company will for no additional fee use its reasonable endeavours to introduce a suitable alternative candidate but under no circumstances shall the Client be entitled to any refund of the placement fee or payment of any expenses.

## **6. Liability and indemnity**

- 6.1 Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with an Engagement and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
  - 6.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clause 5 hereof);
  - 6.1.2 any act or omission of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
  - 6.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Candidate;  
PROVIDED THAT nothing in clause 6 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.
- 6.2 In consideration of the Company entering into an agreement with the Client into which these Terms are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:

6.2.1 any loss, injury, expense or delay suffered or incurred by a Candidate, howsoever caused; and

6.2.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Candidate, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;

PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly or indirectly out of or in any way connected with an Engagement.

6.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable and reflected in the fee payable to the Company hereunder and shall accept risk and/or insure accordingly.

## **7. Miscellaneous**

7.1 The Company reserve the right to review and to revise these Terms without prior notice.

7.2 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

## **8. Privacy Policy**

Equine Elite respects your privacy and agrees to abide by the following principles:

Personal information supplied to Equine Elite will be treated with respect and in accordance with all applicable UK Data Protection legislation currently in force.

Information will only be used by Equine Elite for the purposes that you have agreed to.

Unless agreed to by you, information supplied to the Website will not be divulged to a third party, except to comply with the law or to protect the rights of property of Equine Elite or its partners or protect the personal safety of Equine Elite employees, employees of partner companies or members of the public.

The Website contains links to third party sites. Equine Elite has no control over the privacy policies of these sites.